

CITY COUNCIL MEETING
February 17, 1993

REPORT READ BY COUNCIL MEMBER DAVENPORT

CC-6

CC-16

Council Member Davenport read a prepared memo stating several different matters, including in part: (1) that the citizens be made more aware of when they may speak at a City Council meeting; (2) that the minutes, when referring to a State statute or a City code, reflect the appropriate Government Code section or City ordinance number; (3) made several comments regarding the City Manager's attendance at a recent City Manager's conference and "secret meetings" between the City Manager and the Mayor; (4) that he is entitled to request documents from City staff; (5) stated he was not permitted to attend the City Department Head staff meeting; (6) commented he was refused copies of City records; (7) alleged that top City officials are not reporting their time away from the office; (8) expressed his opinion that reports should not go through the City Manager because he has too much power; and (9) urged citizens to contact him with any questions or comments.

Thomas A. Peterson
City Manager

COPY

Jennifer Perrin
City Clerk

cc-6
cc-16

3/3/3

MEMORANDUM

TO: The Honorable Mayor and
Members of the City Council

FROM: City Manager

DATE: February 25, 1993

SUBJ: Request for Information Submitted by Councilmember Davenport

Attached is a letter I received today from Councilmember Davenport requesting certain information. Since some of the information was easily retrieved, and I have supplied him with same. He will receive the following at Tuesday morning's "Shirtsleeve" session:

Item No.

2. Itemized cost to City for the City Manager's meeting in Monterey February 10, 11 & 12, 1993
8. Current employee agreements ("contracts") and offers for department heads, City Attorney, City Clerk and City Manager
9. Response regarding how the City Manager, City Attorney and City Clerk "take time off."

With respect to the remainder of the requests, information requested in items 1 and 5 is not public record, and therefore not available to Mr. Davenport. My submittal to Mr. Davenport of monthly summaries of my daily activities (item 3) would be time-consuming and would serve, in my opinion, no genuine public purpose. City Council direction is requested.

With regard to item 4, the cost to the City for Jack Ronsko to represent the City and the American Public Works Association at the retirement dinner for a former City official was zero, except for Mr. Ronsko's time which I approved.

Item 6, regarding claims filed against the City, including names and addresses of claimants for the last five years, is available by special request of the City's claims administrator. City Council direction is requested.

With regard to item #7, I do not understand the request.

Since the agenda had already been promulgated when these requests were received, Mayor Pennino has advised that he will raise this matter under "Comments by City Council Members."

TAP:br

Attachment

CCCOM734/TXTA.07A

CITY COUNCIL

PHILLIP A. PENNINO, Mayor
JACK A. SIEGLOCK
Mayor Pro Tempore
RAY G. DAVENPORT
STEPHEN J. MANN
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
FAX (209) 333-6795

THOMAS A. PETERSON
City Manager

RECEIVED
JENNIFER M. PERRIN
City Clerk

ROBERT MCNAUL
City Attorney

2-25-93

TO: Tom Peterson

FEB 25 1993
City Manager's Office

FROM: RAY Davenport council member

RE: Request for information

PLEASE provide me with:

1. Applications for the police chief position.
2. itemized cost to city for the CITY MANAGER convention in Monterey you ATTENDED Feb 10, 11, 12, 13
3. A Log of your meetings and activities for Jan and Feb. re City business.
4. Cost to the city for Jack Ronsko to attend a retirement function in Ventura CA on Feb 22, 1993 (itemized please)
5. Copies of grievances filed by employees in each dept. over past 5 years concerning City employment (NOTE this request is not for protected personal employee information)

see page 2

CITY COUNCIL

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P.O. BOX 3006
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(209) 334-5634
FAX (209) 333-6795

THOMAS A. PETERSON
City Manager

JENNIFER M. PERRIN
City Clerk

BOB McNATT
City Attorney

RECEIVED

FEB 25 PM 1:01

2-25-93

Memo continued p. 2

6. List of ALL CLAIMS Filed against the City IN PAST 5 years; Name and address and NATURE of the CLAIM.
7. Materials DATA Sheet on Garbage Cans used in City limits and Underwriters Lab report and State Fire Marshall Stds.
8. Current "contracts" and offers for Department heads, City attorney and City Clerk and City Managers.
9. Procedure if ANY, in regard to the City Manager City Attorney and City Clerk to take time off - ie, V/L, H/L, A/L, and to report sick leave, etc.

Your co-operation is appreciated.

Respectfully requested, Councilmember
Ray Davenport

TRAVEL CLAIM VOUCHER

PART I

NAME: THOS. A. PETERSON EMPLOYEE #: 1987DEPT./TITLE: ADMIN./CITY MGR. DATE: FEB. 23, 1993DESTINATION/PURPOSE: MONTEREY/CITY MANAGER'S SPRING MEETINGTRAVEL DATES: From FEB. 10, 1993 To FEB. 12, 1993 # of Days 3☐ Check Advance (fill out Part I only)
Account #140.0-07.1. Amount Requested: \$ Check one: ☐ Request for Reimbursement (fill out Parts I & II)☐ Return of Advance (fill out Parts I & II)Thos. A. Peterson
Signature of Requestee_____
Authorized Approval

PART II

TRAVEL EXPENSE (attach receipts for all expenses)

Transportation: City Vehicle # _____ Fuel \$ _____ Gallons # _____
Odometer Reading @ Refuel _____ (City Vehicle Only)
Personal Vehicle 340 Miles @ 27.5¢/mi. 75.20
Other (Taxi, Limo)—Specify _____
Parking _____ Bridge Toll _____Lodging: (SEE ATTACHED)

Registration: _____ Supplemental Materials: _____

Meals: \$ 40.15 Tips: _____

Other (itemize): _____

TOTAL EXPENSE \$ 135.25Account number(s) to be charged:
10-040.01 (315) 135.25Less Advance (check one): Petty Cash ☐ _____
Check ☐ _____Amount Requested (initials): \$ 135.25

AUDITED BY

☐

WED. LUNCH

DATE	NO. GUESTS	AMOUNT	YOUR SERVER
		8.50	7

Rappa's Sea Food

At the end of
Old Fisherman's Wharf
MONTEREY, CALIFORNIA
372-7562

WED. DINNER

BINDELL'S (NO RECEIPT)

THURS. DINNER

HYATT REGENCY MONTEREY ONE OLD GOLF COURSE ROAD MONTEREY, CALIFORNIA 93940 USA 408 372 7171 351413	52780 DATE \$9.25
--	-------------------------

THIS RECEIPT IS PROVIDED FOR YOUR CONVENIENCE AND IS NOT A RECEIPT FOR PAYMENT

FRI. BKFST.

HYATT REGENCY MONTEREY ONE OLD GOLF COURSE ROAD MONTEREY, CALIFORNIA 93940 USA 408 372 7171 351413	52910 DATE 3.65
--	-----------------------

THIS RECEIPT IS PROVIDED FOR YOUR CONVENIENCE AND IS NOT A RECEIPT FOR PAYMENT



Guest Account
Hyatt Regency Monterey
One Old Golf Course Road
Monterey, California 93940 USA
408.372.1234
FAX 408.375.3960

Room	Rate	Arrive	Depart	Room No	Account	Allocation	IF	ID	Page
902	109.00	2/10/93	02/12/93	392/07	2 CCARD	2-CHGR	11	SPB	1

PETERSON THOMAS
CITY HALL,
221 WEST PINE STREET
LUDI CA 95240

11.31 MJP 2/0

RES. NO.: HH-430912-1

Date	Rate	Ref.	Enc	51	PXX	209-333-6700	Charges	4.46	Payments	Balance	4.49
0210	712		554	XXX	209-333-6700		2.28			6.77	
0210	712		585	XXX	209-333-6700		5.16			11.93	
0210	711		657	XXX	373-3737 L		.75			12.68	
0210	711		674	XXX	373-3737 L		.75			13.43	
0210	112	Rm	902	BAN	GROUP ROOM		109.00			123.43	
0210	811	Rm	902	BAN	ROOM TAX		10.90			133.33	
0211	112	Rm	902	NSH	GROUP ROOM		109.00			242.33	
0211	811	Rm	902	NSH	ROOM TAX		10.90			253.23	
0212	932	Ex	11/93	SPB	5120887004705939				-253.23	.00	
TOTAL							253.23		-253.23	.00	
MASTERCARD							5041079056				

Signature

I agree that my liability for this bill is not limited and I agree to be held personally liable in the event that the institution of payment, company or association fails to pay for any part or the full amount of these charges.

CITY CITY OF LODI**City Manager's Department Annual Meeting**

Wednesday - Friday, February 10 - 12, 1993

Hyatt Regency Monterey

Advance Conference Registration Form**Attendee Information**

Enter first and last name and official title as they should appear on your conference badge and registration card. Please indicate spouse's name if he/she will attend.

Name	Title	One Day	Spouse's Name
Thomas A. Peterson	City Manager		--
Jerry L. Glenn	Assistant City Manager		

• Please asterisk your name if you retired as a city manager in 1992.

So we can plan for any special needs please indicate if any registrants require special accommodations for disabilities:

Who? _____ What? _____

Registration Fees and Deadline

Advance registrations postmarked by Friday, January 29, 1993

Full Institute

Advance Registration Fee 1 @ \$205 = \$ 205 Total \$ 205

One Day Only (indicate day next to name)

Advance Registration Fee _____ @ \$125 = \$ _____ Total \$ _____

After January 29, 1993, please register on-site as follows:

	Full Institute	One Day Only
On-Site Registration Fee	\$240	\$145

Payment Information

(Note: Payment must accompany this form to process the Advance Registration)

Check which is enclosed:

☐ City Check ☐ Personal Check ☐ VISA ☒ Mastercard

Make check payable to: League of California Cities (No purchase orders please)

Name on Card THOMAS A. PETERSON

Credit Card # _____

Expiration Date _____

Authorized Signature _____

Thomas A. Peterson

Registration Receipt

Send registration receipts to address indicated below:

Name: Thomas A. Peterson

Title: City Manager

Address: City Hall, 221 West Pine Street

City: Lodi, CA

Zip: 95240

Phone: (209) 333-6700

FAX: (209) 333-6807

Return this form to

League of California Cities, P.O. Box 7005, Lafayette, CA 94549, 510-283-2113, FAX 510-283-7833 (for those paying with credit card ONLY)

1-8-93

League of
California Cities

A
Learning
Opportunity

California Cities Work Together

Announcing...

RECEIVED
DEC 01 1992
CITY OF LOS ANGELES DEPT.

City Manager's Department Annual Meeting

Wednesday - Friday, February 10 - 12, 1993
Hyatt Regency Monterey
One Old Golf Course Road
Monterey, CA 93940
408-372-1234

WHO SHOULD ATTEND

- ◆ City Managers
- ◆ Assistant City Managers
- ◆ Administrative Assistants: A goal of the Department is to involve assistants in Department activities and professional development opportunities. Their participation in the Department meeting can be of benefit to you, your assistant and to the city.
- ◆ County Chief Administrative Officers and COG Executive Directors: Because many urban problems are of mutual interest to COGs and counties, and several sessions will deal with ICMA issues, we encourage the attendance of county chief administrative officers and executive directors of councils of government at the City Managers Department Annual Meeting. Area manager groups are urged to personally invite their county CAO and COG Director to the meeting.
- ◆ Retired City Managers: Retired city managers who have no association with commercial products or services used by local government are invited to attend the Department Annual Meeting (complimentary registration). Special recognition will be given to city managers who retired during 1992. If this is your situation, please indicate so on the registration form.

WHAT YOU WILL LEARN

Recognizing the extremely difficult situation cities are facing, the City Managers Department Meeting will offer practical solutions and approaches for you to take home and use to save money and still provide the services your council and citizens want. This year's meeting will focus on the state economy, and specifically the California business climate, workers compensation, interrelationship among cities, counties and schools, and state/local partnerships. In addition, a range of topics will be discussed from diversity in the workplace to the L.A. riots to ethics in the city management profession. An outline of the program is attached.

No spouse program is planned; however, spouses are most welcome to attend any of the sessions, receptions and meal functions. Tickets for meals for spouses or guests may be purchased at the League Registration Desk. Information on local attractions will be available.

Please note the following deadlines:

Hotel Reservation: Wednesday, January 13, 1993

Advance Conference
Registration: Friday, January 29, 1993

Headquarters: 1405 K Street, Sacramento, CA 95814 • (916) 444-5790

Registration Fee

You can reduce your cost by registering in advance; advance registration must be postmarked not later than Friday, January 29, 1993. After that date the full fee will apply. The fee includes program materials, three programmed meal functions, reception and breaks. The one-day fee includes all materials and events for one day. For any questions regarding registration, please contact the Conference Registration Office at 510-283-2113.

The one-day registration option is intended primarily to encourage attendance by you mid-level staff who might not otherwise be able to go to this meeting. The program contacts will benefit their professional development. You are urged to consider having them join you for at least one day of the program.

	<u>Full Institute</u>	<u>One Day Only</u>
Advance Registration Fee	\$205	\$125

After January 29, 1993, please register on-site as follows:

	<u>Full Institute</u>	<u>One Day Only</u>
On-Site Registration Fee	\$240	\$145

(A portion of the registration fee supports the Department's John Nail Award Program, the California City Management Foundation, and the California ICMA reception.)

Payment

In order to process registration, payment in full must accompany this form. Only checks or money orders will be taken. ~~Do not purchase orders.~~ You may now pay your registration fee by using your Visa or Mastercard. And, if you pay by credit card, you are welcome to register by faxing (510) 283-7833.

To assure this program benefits all who attend, please advise us on the registration form if any attendee has a disability requiring special accommodations.

Hotel Reservations

The Hyatt Regency Monterey is offering a special rate of \$99 single or \$109 twin/double-bedded room (plus 10 percent city hotel tax). To confirm hotel reservations, deposit in the amount of the first night's guest room rate or a guarantee with a major credit card is required. Deposits are refundable if your reservation is canceled 48 hours prior to arrival; record your cancellation number. Check-in time is 3:00 p.m.; check-out time is 12:00 noon. Luggage may be stored at the Bell Desk.

Transportation

Rental Car. Discount rates with unlimited mileage are available one week prior and one week after this meeting from Hertz. Call Hertz Meeting Services at 1 800 654- and indicate the League of California Cities Meeting Number CV#2349. **AMTRAK** has service into Salinas. Contact AMTRAK at 1 800 872-7245 for fares, schedule information, transportation into Monterey and reservations.

Directions

Located 5 minutes from Monterey Peninsula Airport. Free parking. Traveling on Highway 1 South take Pacific Grove/Del Monte Avenue exit. Continue straight after exiting to third traffic light and turn left onto Sloat. Hotel driveway is at the end of Sloat. Traveling on Highway 1 North take Aguajito/Mark Thomas exit and continue straight through first light. At second light, turn right up the hill to hotel. From Highway 101 take Highway 68 West at Salinas to Monterey airport. Turn right at the airport (Olmstead Road); take next left onto Garden Road; continue to end of Garden Road and at traffic light turn left on Mark Thomas Drive. At next light turn left up hill to Hotel.

Registration Fee Refund Policy

Advance registrants unable to attend this meeting will receive a refund of the registration fee, less a \$35 processing charge, by submitting a written request to the League of California Cities, Conference Registration Office, Box 7005, Lafayette, CA 94549, 283-7833 (FAX). Request for refunds must be received by the last business day before the Meeting (Tuesday, February 9, 1993).

Preliminary Meeting Overview

Wednesday, February 10

12 noon - 5:00 pm

REGISTRATION OPEN

2:00 - 3:00 pm

OPENING GENERAL SESSION

"California: The Ungolden State"

What do recent demographics tell us about where California is heading, what with riots, earthquakes, drought, and people leaving the State?

Speaker:

- ◆ Mervin Field, Field Research Group, San Francisco

3:15 - 4:30 pm

CONCURRENT SESSIONS

I. Difficulty in Doing Business in California

A look at the California business climate from the perspective of a private developer who recently went through the process of locating a new Disney facility in California; the state administration; and an economist who challenges conventional wisdom about job flight, the state business climate and the effects of defense cuts on the economy.

Speakers:

- ◆ Kerry Hunnewell, Vice President for Development, Disney Development Company, Burbank
- ◆ Lee Grissom, Governor's Senior Advisor on Economic Development, Sacramento; former Executive Director, California Council on Competitiveness; former General Manager, Greater San Diego Chamber of Commerce
- ◆ Robert K. Arnold, Economist, Center for the Continuing Study of the California Economy, Palo Alto

II. Labor Take-Backs in the 1990's

An informative discussion on work rule simplification; cost containment in benefits area; employer cost-sharing in health/dental/vision insurance programs; use of contracting out as leverage to gain concessions; and state legislation to revise workers' compensation.

Speakers:

- ◆ Richard Whitmore, Whitmore, Johnson and Bolanos, Mountain View
- ◆ John Liebert or Dan Cassidy, Liebert, Cassidy and Frierson, Los Angeles

5:00 - 6:00 pm

HOSTED RECEPTION

Thursday, February 11

7:00 am - 5:00 pm

REGISTRATION OPEN

7:30 - 9:00 am

CONTINENTAL BREAKFAST SESSION

Department Business Session

Speaker:

- ◆ Roy Pederson, President, International City/County Management Association; County Manager, Maricopa, Arizona

**Thursday, February 11
(continued)**

9:15 - 10:30 am

CONCURRENT SESSIONS

- I. Taking a New Look at Your Organization: The IBM Story of Restructuring**
A peek into IBM's efforts to restructure its organization and how the lessons they learned might benefit city government.

Speaker:

- ◆ Don Jones, Director, Public Sector Industry & Marketing, IBM, Bethesda, Maryland

- II. Should the Workers' Compensation System be Reformed?**

How can a city defend psychiatric claims that are purely subjective in nature? Shouldn't public safety officers be required to assume more of the burdens proving that some sudden and extraordinary employment event is the predominant cause of a psychiatric injury? What sort of limitations on retaliatory claims should be established to help self-insured employers? Is it appropriate to limit applicant attorney fees and fees for medical examinations?

Speaker:

- ◆ Lloyd Aubry, Director, Department of Industrial Relations, State of California, San Francisco (Invited)

- III. Ethics in the City Management Profession**

An update on ethics issues from the perspective of the International City/County Management Association.

Speaker:

- ◆ Mary Grover, Ethics Advisor, International City/County Management Association, Washington, D.C.

10:45 am - 12 noon

CONCURRENT SESSIONS

- I. City Managers in Transition — the Partner's Perspective**

This will be a repeat of last year's insightful and popular program of city manager spouse partners discussing how they dealt with the transition process.

- II. Diversity in the Work Place**

This session will describe an organization-wide change effort called "The Diver Commitment", a significant undertaking to create in one agency (City of San Diego) an environment where differences are valued. The methodology, educational content and strategy for implementing this change effort will be presented so you may adapt them to your city. Participants will also have an opportunity to experience some of the content used in the educational sessions.

Speakers

- ◆ Trudy Sopp, Manager, Organizational Effectiveness, San Diego
- ◆ Danelle Scarborough, Specialist, Organizational Effectiveness, San Diego
- ◆ Oliver Brown, Specialist, Organizational Effectiveness, San Diego

12 noon - 1:45 pm

GENERAL LUNCHEON

2:00 - 3:30 pm

CONCURRENT SESSIONS

- I. L.A. Riots and the Aftermath: The Local Government Response**

- How are cities responding programmatically?
- Is your city immune?
- What is the role of the City Manager in taking a leadership role?

-- Concurrent Session topics continued on next page --

**Thursday, February 11
(continued)**

2:00 - 3:30 pm

CONCURRENT SESSIONS (continued)

II. Retirement Ripoff: Public Pension Abuse in California

A look at potential public pension abuse in California including public safety disability retirements, spiking, weak PERS oversight, loopholes and sweetheart deals.

Speakers:

- ◆ Christopher H. Schmitt, Reporter, San Jose Mercury News
- ◆ Peter Carey, Reporter, San Jose Mercury News

3:30 - 5:00 pm

CONCURRENT SESSIONS

I. Downsizing and Rightsizing ... The Right Way

A down-to-earth session on practical ways to accomplish downsizing and rightsizing in your organization.

Speakers:

- ◆ Frank Benest, City Manager, Brea
- ◆ Arne Croce, City Manager, San Mateo

II. ICMA Dialogue on Professional Development

A discussion exploring how competencies for local government professionals might be defined and ways in which measurement of those competencies might be accomplished.

Speakers:

- ◆ Ed Tewes, City Manager, Modesto
- ◆ Norm King, City Manager, Moreno Valley

5:00 - 6:00 pm

NO-HOST RECEPTION

Friday, February 12

8:00 am - 12 noon

REGISTRATION OPEN

9:00 - 10:45 am

GENERAL SESSION

How Should the Interrelationship Among Cities, Counties and Schools Be Restructured Fiscally? Who are the Players? How Would you Implement It?

The purpose of this panel is to rise above the tactical and political issues we each encounter and to creatively discuss whether or not there are ways in which the fiscal interrelationship among local governments can and should be restructured.

Presiding:

- ◆ Henry Gardner, City Manager, Oakland

Cities:

- ◆ Henry Gardner, City Manager, Oakland
- ◆ Phil Hawkey, City Manager, Pasadena

Counties:

- ◆ Sunne McPeak, Member, Board of Supervisors, Contra Costa County

State:

- ◆ B.T. Collins, Assembly Member, 5th District (Invited)

-- General Session topics continued on next page --

**Friday, February 12
(continued)**

9:00 - 10:45 am

GENERAL SESSION (continued)

Schools:

- ◆ Sherry Bebitch Jeffe, Claremont College, Senior Associate of the Center for Politics and Policy, and contributing editor, Los Angeles Times (Invited)

Labor:

- ◆ Owen Waters, Legislative Advocate, California Teacher's Association, Sacramento (Invited)

Business:

- ◆ Jeanette Garretty, Vice President and Senior Economist, Bank of America, San Francisco

11:00 am - 1:00 pm

CONCLUDING LUNCHEON

The State/Local Financial Partnership

Speaker:

- ◆ Kathleen Brown, Treasurer, State of California (Invited)

1:00 pm

ADJOURN

A G R E E M E N T

THIS AGREEMENT made and entered into this 4th day of September, 1985, by and between the CITY OF LODI, CALIFORNIA, a municipal corporation, hereinafter called "CITY", and THOMAS A. PETERSON, hereinafter called "EMPLOYEE", both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, EMPLOYEE has been and is now engaged in the discharge of his duties as City Manager; and

WHEREAS, EMPLOYEE has the duty to exercise administrative supervision and control over all departments of CITY and to act as appointing authority of all department heads as provided in Title II, Section 2.12.060, subsections (B) and (C) of the City of Lodi Municipal Code; and

WHEREAS, EMPLOYEE has the duty and herein commits to devote his full time and energies in the best interest of CITY, and to act in accordance with the duties and responsibilities of the position of City Manager as set forth in Title 2, Chapter 2.12 of the Lodi Municipal Code; and

WHEREAS, it is the desire of CITY to (1) retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; and (2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; and (3) to provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to discharge fully his duties due to age, disability, or because CITY otherwise desires to terminate his employ;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. General

City hereby agrees to continue to employ EMPLOYEE as City Manager of CITY to perform the functions and duties specified in Article II of the City of Lodi Municipal Code, and such other functions and duties as the City Council shall from time to time assign to him.

2. Base Compensation

CITY agrees to pay EMPLOYEE a base salary of \$56,232 per year, which sum may be adjusted from time to time by action of the City Council, payable in twenty-six (26) equal installments at the same time as other City employees are generally paid.

3. Deferred Compensation

In addition to said base compensation, CITY agrees to deposit annually an amount equal up to three (3) percent of EMPLOYEE'S base compensation in a deferred compensation plan approved by CITY on behalf of EMPLOYEE, provided an equal amount is deposited by EMPLOYEE.

4. Automobile

To assist and facilitate EMPLOYEE'S duties and responsibilities on behalf of CITY, CITY agrees to provide EMPLOYEE with an automobile of a type and style reasonably appropriate to EMPLOYEE's office. All expenses for the purchase, lease, maintenance, insurance, fuel and the like shall be paid by CITY.

5. Dues, Subscriptions, Memberships

CITY shall pay such professional dues, subscriptions and memberships in such organizations necessary for EMPLOYEE to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and benefit to CITY.

6. General Expenses

EMPLOYEE shall be permitted to attend conferences, seminars, and/or other such meetings, the reasonable cost of which shall be paid by CITY.

7. Vacation Leave

EMPLOYEE shall be granted paid vacation leave at the same rate of accumulation granted all other City employees. Upon termination or resignation of employment, EMPLOYEE or those entitled to his estate, shall receive a lump sum payment for unused or accumulated vacation time to his credit at his payrate as of the date of termination.

8. Sick Leave

EMPLOYEE shall be granted sick leave at the same rate of accumulation granted all other City employees, except that EMPLOYEE shall be credited with 12 days sick leave effective April 1, 1985. EMPLOYEE shall earn no additional sick leave for the following twelve (12) months, after which EMPLOYEE shall earn sick leave at the same rate of accumulation granted all other City employees.

9. Administrative Leave

/ CITY agrees to grant EMPLOYEE eighty (80) hours of administrative leave per calendar year, forty (40) hours of which may be taken in pay.

10. Holidays

EMPLOYEE shall receive the same number of paid holidays granted all other City employees.

11. Retirement

CITY is a full member of the Public Employees Retirement System (PERS) to which CITY agrees to contribute to EMPLOYEE'S retirement account the total amount required by it and EMPLOYEE'S contribution of seven (7) percent to the membership contract with PERS for each pay period.

12. Health Insurance

CITY agrees to provide EMPLOYEE and his dependents with medical, dental, vision, and long term disability insurance at no premium cost to EMPLOYEE. The amount of any deductible or co-insurance under CITY'S insurance plan shall be paid by EMPLOYEE.

13. Severance Pay

In the event EMPLOYEE is terminated by City Council during such time that EMPLOYEE is willing and able to perform the functions and duties of City Manager, then, in that event, CITY agrees to pay EMPLOYEE a lump sum cash payment equal to six (6) months' aggregate salary. However, if EMPLOYEE is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, CITY shall have no obligation to pay the aggregate severance sum provided in this section.

14. Employment Term

- a. EMPLOYEE shall serve as an "at pleasure" appointee of the City Council.
- b. Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of EMPLOYEE.
- c. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position of City Manager, subject only to the provisions set forth in Section 15 hereof.

15. Resignation

In the event EMPLOYEE terminates this agreement by voluntary resignation of his position with CITY, EMPLOYEE shall not be entitled to severance pay otherwise provided in Section 13 herein. In the event EMPLOYEE voluntarily resigns his position with CITY, he shall give CITY at least forty-five days advance written notice. He shall be entitled to all earned salary and in-lieu vacation leave.

16. Other Terms and Conditions

All provisions of the City of Lodi Municipal Code, official policies and regulations and rules of CITY relating to vacation, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other management employees of CITY in addition to said benefits set out herein.

17. Severability

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

18. Execution

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this agreement to be signed and executed in its behalf by the Mayor, and EMPLOYEE has signed and executed this agreement as of the day and year first above written.

EMPLOYEE

CITY

By: Los. A. Peterson
City Manager

By: David Johnson
Mayor

ATTEST: Dee M. Burnche
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

PERSONAL SERVICES AGREEMENT

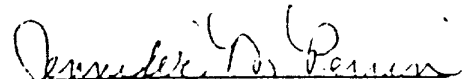
Jennifer Perrin
and
City of Lodi

This is to certify that I, Jennifer Perrin, accept the position of City Clerk with the City of Lodi (hereafter referred to as "City") at a base salary of \$32,582.22 annually effective January 18, 1993. This base salary may be modified based on merit in six months to \$37,291.11, and at the completion of one year to \$42,000.00, and reviewed annually thereafter.


The following terms and benefits are understood:

1. Your current level of benefits will remain the same except for the following changes:

- a. The City will pay the entire dental insurance premium for any dependent coverage.
- b. Your life insurance coverage will be increased to the rate of 1-1/2 times your annual salary rounded to the next highest \$1,000, plus \$12,000. In addition, you and your spouse will be insured under the City's travel accident policy.
- c. The City will provide you with ten (10) days of administrative leave each fiscal year (to be prorated) as you will no longer be eligible for overtime pay.
- d. You may continue to participate in the deferred compensation program, but will no longer be eligible to receive a 2.5% city-matched contribution.
- e. You will receive a car allowance of \$350.00 per month (to be prorated for January).
- f. You are eligible to receive reimbursement for costs not covered by your medical insurance for annual physical examinations.
- g. You will receive any other benefit included in the Management Statement of Benefits not specified herein.
- h. The office of City Clerk is an at-will position serving at the pleasure of the City Council.

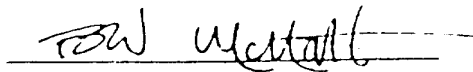

Jennifer Perrin

Date: 12/23/92


Phillip A. Pennino
Mayor, City of Lodi

Date: 12/23/92

Approved as to Form:



AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of May, 1988, by and between the CITY OF LODI, a municipal corporation of the State of California, hereinafter "CITY" and BOBBY W. McNATT, hereinafter "EMPLOYEE", who hereby agree as follows:

WITNESSETH:

WHEREAS, EMPLOYEE has been engaged to perform the duties as City Attorney for CITY; and

WHEREAS, EMPLOYEE has the duty to perform the functions and duties specified in the California Government Code, Business and Professions Code, Rules of Professional Conduct for Attorneys and other state and local statutes, and to perform such other legally permissible duties and functions as the City Council shall from time to time assign; and

WHEREAS, it is the desire of CITY to

- (1) retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; and
- (2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; and
- (3) to provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to discharge fully his duties, due to age, disability, or because CITY otherwise desires to terminate his employment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GENERAL

CITY hereby agrees to continue to employ EMPLOYEE as City Attorney to perform the functions and duties specified above and all other duties necessary and proper in the conduct of an attorney-client relationship.

2. BASE COMPENSATION

CITY agrees to pay EMPLOYEE a base salary of Fifty Eight Thousand Nine Hundred and Twenty Dollars (\$58,920) per year, which sum may be adjusted from time to time by action of the City Council, payable in twenty-six (26) equal installments at the same time as other CITY employees are generally paid.

In addition, CITY agrees to increase said base salary of EMPLOYEE in such amounts and to such an extent as the City Council may determine that it is desirable to do so on the same basis of an annual salary review of said EMPLOYEE made at the same time as similar consideration is given other employees generally.

EMPLOYEE'S first review shall occur on December 1, 1988.

For purposes of fringe benefits, EMPLOYEE is considered to be a CLASSIFICATION "A" employee as defined in Resolution No. 1336 - "A Resolution Adopting Management Incentive Plan as City Policy" which was adopted by the Lodi City Council on March 16, 1977, except that no CITY contributions are made to EMPLOYEE'S Deferred Compensation Account.

3. DUES, SUBSCRIPTIONS and MEMBERSHIPS

CITY shall pay suc. professional dues, subscriptions and memberships in such organizations necessary for EMPLOYEE to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for EMPLOYEE'S continued professional growth and advancement and benefit to CITY.

4. PROFESSIONAL DEVELOPMENT

CITY recognizes and wishes to encourage the professional development of EMPLOYEE. To this end, EMPLOYEE is encouraged to continue his professional development through his involvement with professional societies and organizations including but not limited to the League of California Cities, NIMLO, Valley City Attorneys' Group, and other similar national, regional, State and local organizations. CITY agrees to budget and pay for reasonable travel and subsistence expenses of EMPLOYEE in attending such meetings and conferences which assist in EMPLOYEE'S professional advancement.

5. VACATION LEAVE

EMPLOYEE shall be granted paid vacation leave at the same rate of accumulation granted to other City employees. Upon termination or resignation of employment, EMPLOYEE or those entitled to EMPLOYEE'S estate shall receive a lump sum payment for unused or accumulated vacation time to his credit at his pay rate as of the date of termination.

6. SICK LEAVE

EMPLOYEE shall be granted sick leave at the same rate of accumulation granted to other CITY employees. CITY shall advance to EMPLOYEE, twelve (12) days of sick leave against his first year's accumulation as of the date of his employment, May 2, 1988.

7. ADMINISTRATIVE LEAVE

CITY agrees to grant EMPLOYEE eighty (80) hours of administrative leave per calendar year, forty (40) hours of which may be taken in pay.

8. HOLIDAYS

EMPLOYEE shall receive the same number of paid holidays granted to other Management employees.

9. HEALTH INSURANCE

CITY agrees to provide EMPLOYEE and his dependents with medical, dental, vision and long-term disability insurance at no premium cost to EMPLOYEE. The amount of the deductible or co-insurance under the City Plan shall be paid by EMPLOYEE.

10. RETIREMENT

CITY is a full member of the Public Employees' Retirement System (PERS) to which CITY agrees to contribute to EMPLOYEE'S account, the total required by it and also EMPLOYEE'S contribution of seven (7) percent to the membership contract with PERS for each pay period.

Pursuant to a City Council policy previously established, EMPLOYEE shall advise the City Council at least six (6) months prior to his anticipated date of retirement.

11. SEVERANCE PAY

In the event that EMPLOYEE is terminated by the City Council during such time that he is willing and able to perform the functions and duties of City Attorney, then in that event, CITY agrees to pay to EMPLOYEE a lump sum cash payment equal to six (6) months aggregate salary. However, if EMPLOYEE is terminated because of his conviction of a crime of moral turpitude, CITY shall have no obligation under this section to pay any sums so provided.

12. MOVING EXPENSES

CITY agrees to pay reasonable moving expenses for EMPLOYEE'S move and relocation from his present residence to a home in the Lodi area. EMPLOYEE shall obtain three estimates for such moving costs, and CITY shall pay an amount equal to the lowest estimate.

13. EMPLOYMENT TERM

EMPLOYEE shall be deemed an at-will employee and shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of EMPLOYEE, nor the rights of EMPLOYEE to resign at any time from his position as City Attorney.

14. RESIGNATION

In the event EMPLOYEE terminates this Agreement by voluntary resignation of his position as City Attorney, EMPLOYEE shall not be entitled to severance pay otherwise provided in Section 11 of this Agreement. In the event EMPLOYEE shall voluntarily resign, he shall give at least sixty (60) days written notice in advance. EMPLOYEE shall be entitled to all earned salary and in-lieu vacation leave.

15. OTHER TERMS AND CONDITIONS

All provisions of the Lodi Municipal Code, official policies and regulations and rules of CITY relating to vacation, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or may hereafter be modified, shall also apply to EMPLOYEE as they would to other Management employees of CITY in addition to the benefits set out herein.

16. SEVERABILITY

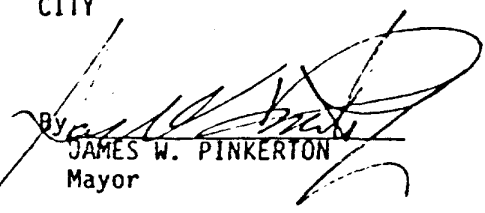
If any provision, or portion of any provision hereof shall be deemed unconstitutional, unenforceable or otherwise invalid, the remainder of this Agreement shall be deemed severable and shall not be affected, but shall remain in full force and effect.

17. EXECUTION

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed in its behalf by the Mayor, and EMPLOYEE has signed and executed this Agreement as of the day and year first written above.

CITY OF LODI, a municipal
corporation

CITY

By 
JAMES W. PINKERTON
Mayor

ATTEST:

EMPLOYEE


ALICE M. REIMCHE
City Clerk


BOBBY W. McNATT

APPROVED AS TO FORM


City Clerk
Alice M. Reimche

AGRMCNAT.T/TXTA.01V

MEMORANDUM

TO: Councilmember Davenport
FROM: City Manager
DATE: February 25, 1993
SUBJ: Accounting for Time Off by City Manager, City Attorney,
City Clerk

This memo is in response to how time off from work is charged by the City Manager, the City Attorney and the City Clerk.

Time off from work is charged to vacation leave, holiday leave or administrative leave. Time off as a result of illness is charged to sick leave.

There are rare occasions when one of these employees may leave work early on a particular day, perhaps prior to an evening meeting or perhaps at the end of an exceptionally long week. There are no abuses.

There is no written policy.

TAP:br

cc: Councilmembers

CCCOM735/TXTA.07A